

1. General terms

1.1. These general terms for the provision of the viphone break service of the company Unient Communications a.s. (hereinafter referred to as "General Terms") state the terms for provision of the viphone break service.

1.2. The telecommunication service (hereinafter referred to as "viphone break") can be provided for each person or corporate body who applies for this service and agree with these General Terms and other terms and provisions for the provision of the viphone break service.

2. Terminology

2.1. **The Provider** of the viphone break service is the company Unient Communications, a.s.

2.2. **The user/user of the service** is a person or corporate body who concludes a contract for the provision of the telecommunication service with the Provider.

2.3. **Provision of service** defines the contractual relations between the Provider and the User of the service.

2.4. **The terminal** is a telephone set, fax, software telephone or any other equipment approved by the Provider through which the viphone break service is provided.

2.5. **The claim** means the legal act of the User during which the User applies his/her demands against the Provider for defectively operated or provided services.

2.6. **Telecommunication equipment** means hardware, including lines for transmission, transfer, routing and receipt of information.

2.7. **Breakdown** is the accidental, unplanned status when the provided services are not available.

2.8. **Force majeure** particularly means: war events, unrest, strikes, terrorist acts, natural disasters, discharge of static electricity, floods, flooding of premises, explosion, destruction of buildings and defects in the supply of electric energy.

2.9. **Defect** is the status which disables and makes it difficult to use the viphone break service in the usual manner, in particular if the standard level of the quality of the viphone service is not kept.

2.10. **Activation** of the User account is the opening of the User account in the viphone break service of the Provider according to the parameters of the User.

2.11. **viphone communicator** – a program application for remote access to the service also from a different place than the place of service setup.

2.12. **The place of service setup** is the place stated in the service registration and that corresponds to the registered geographical number of the country, region, and location

3. Concluding the Contract

3.1. The Provider and the User will conclude the Contract for the provision of the viphone break service according to valid legal regulations.

3.2. **Concluding the Contract** means the act when the User wants to conclude the Contract by registration on the internet pages of the service and agrees during registration, with these General Terms by checking the respective button on the registration page.

3.3. The Service Provider is entitled to restrict, interrupt or terminate operation or provision of services for the User in the case that:

3.3.1. The User has unpaid financial receivables towards the Provider for provided services and is in delay with payment for more than 30 days.

3.3.2. If the service is used in variance with these General Terms.

3.3.3. If the service is misused so that it damages either the Provider or third party.

3.3.4. If the user states false information during service registration.

4. Price for service and payment terms

4.1. The User will pay to the Provider the fees for the viphone break service according to the process stated in actual Price List and in accordance with the provisions of respective mutual contracts and their amendments.

4.2. The User will pay for viphone break in advance in the form of purchase calling credit activated by charging code.

4.3. Price of service – call charge – is stated by the time called to individual destinations and the price for calls to the respective destination. The telephone charge is purchased by the User in the form of calling credit and the User may use this up to spending the full amount from the calling credit.

4.4. The payment for calling credit is made by credit card, bank transfer or direct purchase or another manner as stated in the information materials of the Provider. After settlement the payment into Provider's account User obtains the charging code.

4.5. Telephone charges are deducted from the calling credit after the first minute in seconds.

4.6. The User has to spend the calling credit at the latest 6 months from date of purchasing.

4.7. The calling credit and the charging codes can not be returned and User is not entitled to pay back money for not spending the charging code in period mentioned in point 4.6.

4.8. The User is not entitled to pay back money for not spending the calling credit in case suspending the use of service according to point 8.4 and in case termination of contract according to article 9.

4.9. The Provider may provide the User, when making marketing promotions, with special offers for calling credit or for charging codes for the use of the viphone break service which have a restricted validity and are subject to special price terms or free of charge.

5. Defects and liability for damage

5.1. If it is not possible to use the viphone break service or to use only partially due to a proven defect on the part of the Provider, the Provider is obliged to remove this defect no later than within 72 hours.

5.2. The Provider of the viphone break service is not liable for defects in the network of the User or other operators.

5.3. The Provider of the viphone break service is not obliged to pay Users compensation for damage for the non provision of services.

5.4. The User will pay the Provider of the services for damage caused by incorrect use of terminals or by the use of terminals not approved by the Provider.

5.5. The Provider is not liable for damage originated for the service due to:

5.5.1. loss, theft or misuse of charging codes;

5.5.2. incorrect entering of data during the payment of pre-paid services;

5.5.3. non fulfilment of the General Terms or instructions mentioned in the information materials of the Provider.

5.6. The Provider is not liable for any damage originated for the User in relation to the use of the viphone break service.

6. Obligations of Service Provider

6.1. The Service Provider is obliged to keep their network in the status capable for operation and in the case of failure or breakdown to immediately commence work on removing the defect.

6.2. The Service Provider must not cause by their activity any defect in the network of the User or any third parties.

7. Obligations of the User

7.1. The user has the right to free access to all emergency phone numbers, including the unified European emergency phone number of 112, from all end devices supported by the service viphone break, with the exception of the viphone communicator application, (section 33 (3) of Act No. 127/2005 on electronic communication).

7.2. The user has the right to use the viphone communicator application for remote access to the service also from a different place than the place of service setup.

7.3. The User must not use equipment for the operation within the viphone break service which is not approved by the Operator of the viphone break service.

7.4. The User of the service must not cause by his/her activity any defects in the network of the Provider or any third parties.

7.5. The user must not re-sell the viphone break service to any third parties without the written consent of the Provider.

7.6. The User must not use one registration (uniquely specified by one telephone number) for any other persons or corporate bodies. In the case of breaching of these provisions, the Provider is entitled to immediately terminate the provision of services and to require the User to compensate for damage originated for the Provider.

7.7. The User is obliged to correctly select and use the geographic number of the country and region according to the location mentioned in registration according to point 3.2., which is the place of service setup.

7.8. The user is allowed to install and operate hardware devices for service access (IP telephones, media gateways) exclusively in the place of service setup.

7.9. The user is allowed to operate the software telephone service installed exclusively on a stationary computer in the place of service setup.

8. Restriction or interruption of services

8.1. The Provider is entitled to restrict or interrupt the use of services for the User if the User connects or uses non-functional or non approved equipment or interferes by his/her activity with the operation of the network of the Provider or other operators.

8.2. The Provider is entitled to restrict or interrupt the use of services for the User if the User will breach these General Terms or other legal regulations related to the operation of the service.

8.3. The Provider is entitled to suspend the use of the service if the User has fully used the purchased calling credit and did not purchase any further calling credit in the stated manner.

8.4. The Provider is entitled to suspend the use of the service if the User does not realize any outgoing and incoming calls within 6 months from the last outgoing and incoming call.

8.5. The User of service is entitled to require from the Provider of the service the renewal of the provision of the service only if all reasons for which the service was restricted or interrupted were removed. In this case the Provider is entitled to charge fee for renewing service.

9. Number Portability

9.1. Within the framework of the viphone service, the Provider shall ensure telephone numbers portability in accordance with the Numbering Plan, so that any viphone service Subscriber asking for such service could retain his/her telephone number if he/she decides to change the public telephony service provider or his/her geographic location. Telephone numbers portability is provided by the viphone service Provider in cooperation with selected abandoned/taking over service provider. The telephone number portability (Section 34 of Act No. 127/2005 Coll.) is provided by the Provider in accordance with valid regulations. Detailed conditions of the telephone number portability, if provided by the Provider, are stipulated in the General Terms and Conditions for Numbers Portability published by the Provider.

10. Validity and termination of service

10.1. The Provider is entitled to terminate the contract immediately if the service was restricted or interrupted according to Article 8 of these General Terms and reasons for the restriction or interruption were not removed within one month or were not contractually stipulated in another manner.

9.2. The Operator is entitled to cancel the provision of the service in the case that the Operator loses the ability to provide this service.

11. Claiming

11.1. If a defect is based on incurred charging of the price of the service the User of the service has the right to submit a claim. The Provider is obliged to settle the claim within 20 days. The application of a claim does not allow for the provision to postpone payment for the service provided.

11.2. The User can submit a claim for the provision of the viphone break service within 2 months from the provision of the service.

11.3. The User can submit a claim in writing or personally at the address of the Provider.

11.4. In the case that the claim of the User is justified, the Service will return to the User a refund no later than within twenty days from the settlement of the claim.

12. Final provisions

12.1. The contractual relation stipulating the provision of the viphone break service according to these General Terms is governed by valid legal regulations.

12.2. The user is obliged to immediately inform the Provider of any changes in the identification data of the User of the viphone break service.

12.3. The Provider is entitled to change these General Terms provided that the respective change is published according to the respective legal regulations.

12.4. If any of the provisions of these General Terms is considered illegal, non-enforceable or invalid, such illegal nature, non-enforceability and invalidity will not affect the other provisions of these General Terms. The Provider and the User agree that all illegal, non-enforceable or invalid provisions will be replaced by new provisions.

12.5. The User will take into consideration the legal aspects in relation to misuse of telephone numbers and undertakes that according to his/her awareness and responsibility he/she will use only the telephone numbers of his/her country and region.

12.6. The User undertakes all actions performed within the use of their awareness and responsibility that the service will be in accordance with these General terms and these General Terms will be kept by the User.

12.7. The User can express consent to publish his/her data in the printed telephone directory published by the provider of the general service indicating data of clients for all providers of telephone services. User data will be published within the following scope: name, surname, address of residence, telephone number and e-mail address. The User is fully responsible for accuracy of published data in the printed telephone directory. The User is entitled to require indicating in the telephone directory that he/she does not wish to be contacted for the purpose of marketing. The User is entitled to recall his/her consent anytime to publish data in the telephone directory. In this case the Service Provider will ensure removal of User data during the nearest updating of the telephone directory. The User takes into consideration that the Provider is obliged to supply all data within the above mentioned scope to provider of universal service in accordance with provision of the Act No. 127/2005 Coll., on Electronic Communications.

12.8. The Service Provider will ensure protection of personal data which was provided within the operation of this service in accordance with provision of the Act.

12.9. The Service Provider has the consent of the User to process his/her personal data. Personal data will not be provided to any third parties.

12.10. These General terms enter into validity on December 1st 2006.

Prague, December 1st 2007